

# TERMS OF USE

Date of Last Revision: January 1, 2015

Partsites, LLC ("Partsites") is the owner and/or the technology services provider for the operation of this website (the "Website.") The Website provides e-commerce storefront services to automobile dealerships (the "Services.") The Website includes all pages under the Website's domain uniform resource locator (URL) and any related resources, including but not limited to the domain pages identified as "(Website Name)/admin.com" Any access or use of the Website constitutes acceptance of these Terms of Use and the terms and conditions contained herein (the "Agreement"), and constitutes a binding and enforceable agreement between you and Partsites. By logging in as a Website user at "(Website Name)/admin.com" and clicking "Continue" to use the Website you acknowledge and agree that you have fully read and agree to be bound by the provisions of this Agreement. If you do not agree to be bound by this Agreement in its entirety, then you must immediately stop using the Website.

**Dealers and Users:** The term "Dealers" as contained herein, refers to all automobile dealerships that provide content to be displayed on the Website and to whom Partsites provides technology services. Dealers may be required to further agree to terms and conditions supplemental to this Agreement (the "Supplemental Agreement".) This Agreement shall be incorporated by reference into any Supplemental Agreement. Where clauses between this Agreement and any Supplemental Agreement conflict, the Supplemental Agreement will be the controlling agreement.

The term "Users" as contained herein, refers to all public consumers that access or use the Website via the Internet to purchase automobile parts from a Dealer. Users have no capability of directly adding content to the Website. The term "User" as contained herein, also refers to any party that gains access to the Website via Partsites' publicly available URLs and is a consumer of the information contained therein.

**Terms of Use Modifications:** Partsites reserves the right to change or revise this Agreement at any time by posting a notification of changes on the registration page of the Website. No notification of such revisions will be made known by any other mechanism. Partsites will notify you of revision dates by posting the last revised date preceding the first paragraph of this Agreement. The revised Agreement will take effect immediately after it has been posted on the Website. Once you click on "CONTINUE" to accept this Agreement during the log-in process on behalf of the Dealer, an enforceable Agreement exists between the Dealer and Partsites. Your continued use of the Website after the posting of a modification notification and clicking "CONTINUE" will signify your acceptance of any such changes or revisions to this Agreement.

**Dealer Content:** You, as a Dealer, retain all ownership rights to content which you are a lawful owner or licensee of, and which you make available on the Website via whatever mechanism that Partsites provides (the "Dealer Content"), excluding "Transmissions" as defined herein, and subject to any other rights granted to Partsites under this Agreement. However, by submitting Dealer Content to Partsites, you grant Partsites an exclusive, non-transferable and fully paid license to copy, crop, reproduce, reformat, translate, publicly display and excerpt (in whole or in part) your Dealer Content solely for the purpose of providing the Services. The license to use

# EXHIBIT A

Dealer Content expires when we remove your Dealer Content from the Website or when the Service Agreement is terminated. In the event of such termination, Partsites agrees to destroy or return to you any Dealer Content in its possession.

Dealer represents, warrants, and guarantees that Dealer has the full right, ability, and authority to make the Dealer Content available on the Website. Dealer further represents, warrants, and guarantees that by making available any Dealer Content on the Website, Dealer is not violating any obligation owed by Dealer to any third party, including without limitation obligations of confidentiality, privacy, attribution or any intellectual property rights including, but not limited to, rights related to patent, trademark, copyright, or trade secrets.

**Availability, Restrictions, and Licensing of Parts Databases:** Partsites makes available, and provides access to, various parts databases ("Databases") to Users of the Website on behalf of a Dealer. Dealer agrees that it shall not directly or indirectly

- (i) alter or copy in any form or medium all or any part of the Databases, nor make such data part of any electronic retrieval system;
- (ii) create any derivative work from, or adaptation of, the Databases;
- (iii) lease, license, sell, or otherwise publish, communicate, distribute or display to third parties in any form or medium all or any part of the Databases,
- (iv) create any publications, in electronic, printed or other format, based in whole or in part on data from the Databases, alone or in combination with any other data;
- (v) download the Databases or transmit the Databases electronically by any means;
- (vi) remove any product identification, copyright, trademark or other notice from the Databases or any documentation related to the Databases;
- (vii) use any graphics contained in the Databases other than as specifically granted herein; or
- (viii) reverse engineer, reverse assemble, or reverse compile the Databases;
- (ix) Partsites in its sole judgment shall be entitled to discontinue providing any proprietary data from the Databases in the event such data is for any reason not available, or in the event any original equipment manufacturer imposes commercially unreasonable fees or restrictions on use of such data.

You agree that the data in the Databases contains confidential information, and that Partsites and/or its licensors own all rights in the Databases and the data contained therein, including without limitation all copyright and other proprietary rights. You agree to keep confidential and use your best efforts to prevent and protect the Databases from unauthorized disclosure or use. You agree that the confidentiality obligations shall survive the termination of this Agreement.

Partsites hereby grants you a nontransferable, non-exclusive, limited license to access and use the Databases, including any updates provided by Partsites on a vehicle-by-vehicle look-up basis, for application reference only, in accordance with the terms and conditions of this Agreement.

**Limited License to Information Other Than Databases:** All content on the Website, including designs, text, graphics, pictures, video, information, applications, software, music, sound and other files, and their selection and arrangement (the "Information"), is the proprietary property of Partsites, its Dealers, or its licensors with all rights reserved. If you are in compliance with this Agreement, then you are granted a limited license to use and access the Website and the Information, and to download and print a copy of any portion of the Information for non-commercial use, provided that you keep all copyright or other proprietary notices intact.

Except for Dealer Content, you may not make the Information available, in any form and by any mechanism on any public or private website or incorporate the Information in any other database or compilation. Any use of the Information, other than as set forth herein, is strictly prohibited. This limited license allows you to use the Information only for lawful uses in accordance with the foregoing and does not allow you to sell the Information, use the Information for commercial use, or use any type of data mining, robots, or similar data gathering or extraction methods on the Website.

You may not copy or imitate any elements of the Website, including but not limited to, graphics, digital images, logos, sounds, images, and buttons protected by trade dress and other laws. You may not use framing, metatags, or hidden text techniques in association with the Partsites logo, trademark or other copyrighted or proprietary information. Unless expressly stated in this Agreement, nothing herein shall be construed as conferring any license to intellectual property rights, in any form and by any mechanism. The Partsites limited license described herein is revocable at any time without notice, with or without cause.

**Restricted Rights:** Partsites grants you only RESTRICTED RIGHTS regarding use of the Information and Databases the Website. Use, duplication, or disclosure is subject to the restrictions set forth in subparagraph (c)(1) (ii) of The Rights in Technical Data and Commercial Computer Software clause at DFARS 252.227-7013, or subparagraphs (c)(1) and (2) of the Commercial Computer Software- Restricted Rights at 48 CFR 52.227-19, as applicable. The contractor/manufacturer is Partsites, LLC, 175 SW 7th Street, Suite 1704, Miami, FL 33130.

**Transmissions:** You acknowledge that transmissions shall be made by you to and from the Website (the "Transmissions"). Transmissions may take the form of questions, comments, suggestions, ideas, feedback, notes, messages, e-mails, postings, letters, or other written materials about the Website and may include your customers' confidential identity, personal and financial information. You hereby consent to Partsites' collection and use of the Transmissions in accordance with Partsites' then current Privacy Policy and acknowledge that submitting Transmissions to the Website creates no financial or fiduciary relationship between you and Partsites.

**Data Protection:** Partsites and its designated third party providers and affiliates shall comply with all applicable laws, rules and regulations, whether federal, state or other jurisdiction in relation to its handling, processing, storage and use of Dealer's data and/or Dealer's customers' personal data entered into, collected, received or stored via the Services and, in particular, shall take all appropriate technical, organizational and security measures to prevent unauthorized access, loss and use of such personal data.

**Communications:** Partsites and its third party providers and affiliates shall comply with all statutes and regulations that apply to consumer communications, including, but not limited to, the Telephone Consumer Protection Act ("TCPA"), the FTC act, the Telemarketing Sales Rule and Do Not Call List, Children's Online Privacy Protections Act (COPPA), and Can-Spam in the United States.

**Indemnities:** You agree to defend, indemnify, and hold Partsites, its parents, subsidiaries, affiliates, officers and employees, its suppliers and their respective affiliates and agents harmless

from all claims, liabilities, damages, and expenses (including reasonable attorneys' fees and expenses) arising out of or relating to your use of the Website, including but not limited to:

- (1) Your submission to the Website of any Transmission;
- (2) your breach of this Agreement; or
- (3) your infringement of any intellectual property right or other right of any person or entity.

**Limitations of Liability:** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, IN NO EVENT SHALL PARTSITES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM YOUR USE OR INABILITY TO USE THE WEBSITE; OR FOR THE LOSS OF PROFITS OR DAMAGES THAT MAY RESULT FROM THEFT, DELAYS, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, VIRUSES, FAILURE OF PERFORMANCE, DESTRUCTION OR ALTERATION OF YOUR TRANSMISSIONS, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF USE, PROFITS, DATA OR OTHER INTANGIBLES WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE); OR OTHERWISE, EVEN IF PARTSITES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT PARTSITES' TOTAL LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, AND CAUSES OF ACTION SHALL NOT GREATER THAN THE TOTALITY OF PAYMENTS MADE BY YOU TO PARTSITES IN EXCHANGE FOR THE SERVICES OR FOR PARTSITES ALLOWING YOU TO ACCESS AND USE THE WEBSITE DURING THE PRECEDING THREE (3) MONTH PERIOD PRIOR TO YOU FILING AN INITIAL CAUSE OF ACTION.

**Disclaimer:** EXCEPT AS OTHERWISE PROVIDED FOR HEREIN, YOU ACKNOWLEDGE THAT THE WEBSITE, THE DATABASES, AND INFORMATION THEREIN, ARE PROVIDED ON AN "AS IS" BASIS AND THAT PARTSITES MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING OUR WEBSITE, DATABASES OR THE INFORMATION. PARTSITES DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE, BY USING, OR ATTEMPTING TO USE, THE WEBSITE, YOU EXPRESSLY ACKNOWLEDGE THE FOLLOWING:

- (1) THE INFORMATION OR DATABASES COULD INCLUDE TECHNICAL INACCURACIES AND/OR TYPOGRAPHICAL ERRORS;
- (2) PARTSITES DOES NOT REPRESENT OR WARRANT THE TIMELINESS, RELIABILITY, COMPLETENESS, OR ACCURACY OF THE INFORMATION OR DATABASES. PARTSITES MAY PERIODICALLY CHANGE ANY CONTENT / INFORMATION OR DATABASE ON THE WEBSITE. PARTSITES RESERVES THE RIGHT TO IMPLEMENT SUCH CHANGES AT ANY TIME WITHOUT NOTICE TO YOU, OTHER THAN THAT WHICH IS SET FORTH IN THIS AGREEMENT. UNLESS SPECIFICALLY INDICATED IN WRITING TO THE CONTRARY, NO REFERENCE ON THE WEBSITE TO ANY PRODUCTS, SERVICES, PROCESSES, OR OTHER INFORMATION BY TRADE NAME, TRADEMARK, MANUFACTURER, SUPPLIER, OR OTHERWISE, SHALL CONSTITUTE OR IMPLY PARTSITES' ENDORSEMENT OR SPONSORSHIP THEREOF.

**Links:** The Website includes hypertext links to other Website over which Partsites has no control. Partsites makes no representations of any kind regarding the content on such Website or the content on any website linked to such Website or to any changes or modifications made thereto. You hereby acknowledge that by using any such hypertext links, you irrevocably waive any and all claims against Partsites regarding such Website and must adhere to the usage and privacy policies governing such Website. Partsites' usage of links does not imply our endorsement, or sponsorship, of any such Website.

**Copyright:** Partsites respects the intellectual property rights of others and requires Partsites' Dealers to do likewise. Dealers are prohibited from making available content on our Website that infringes upon any party's intellectual property rights, in whatever form and by whatever mechanism. Partsites has the right to terminate the display of any infringing Dealer Content and will take steps to do so immediately upon proper notification and in compliance with applicable law. Specifically, Partsites will strictly comply with the requirements of the Digital Millennium Copyright Act, Title 17, United States Code Section 512(c)(2) (the "DMCA"). If you believe your copyright has been violated by any content on the Website then you may send a written notification of such infringement to our designated agent as set forth below.

**Copyright Infringement Notification:** Partsites has designated an agent to the U.S. Copyright Office to receive notifications of alleged copyright infringement relating to the Website. You must submit all such notifications, in a manner consistent with the DMCA, to Partsites' designated agent. Likewise, if you believe that your copyrighted content has been erroneously removed from the Website, you must send a counter notification to Partsites' designated agent in a DMCA compliant manner. Send all DMCA compliant notifications to:

Website Content Provider: Partsites, LLC

Designated Agent: David Lemoie, President

Address: 175 SW 7th Street, Unit 1704, Miami, FL: 33130

Email: david.lemoie@partsites.com

**Trademark:** All trademarks used on the Website are the property of their respective owners and may not be used without permission therefrom. Whether or not specifically designated as such, "Partsites", "Partsites.com" and all other colors, graphics, logos, sounds, images, icons and buttons displayed on the Website are trademarks of Partsites and/or its affiliates or Dealers. Absent prior written consent from Partsites, you may not copy, imitate, or use any portion of these marks.

**Data Collection:** Your Transmissions are subject to Partsites' Privacy Policy. By using or accessing the Website you agree to review the Partsites Privacy Policy and to be bound by its terms and conditions. From time to time Partsites may change its Privacy Policy. Your continued use of our Website, after the posting of any changes to said Policy, shall constitute your agreement and acceptance of such changes. You can opt out of our Privacy Policy by terminating this Agreement as described herein. Partsites does not knowingly collect personally identifiable information (or information of any other kind) directly from anyone under the age of 13, with or without parental consent. If you have a good faith belief that Partsites has inadvertently collected such information, please contact Partsites immediately in writing. Partsites will take immediate

steps to remove such information from the Website, databases and any other data stores under Partsites' control.

**Site Monitoring:** You acknowledge that you are solely responsible for all of your activities in relationship to the Website, including the contents of all Transmissions and the consequences thereof. Partsites may, but is under no obligation to, use blocking and/or filtering software and other monitoring devices to prevent the dissemination of unsolicited electronic communications (SPAM). You may not use the Website in association with such SPAM, any computer viruses, or any other potentially damaging computer code. Partsites will prosecute violations to the fullest extent allowed by law and reserves the right to take additional action regarding any such activity or conduct. Such additional action may include recovery of costs and expenses associated with identifying offenders and preventing their access to the Website as well as loss of profits, damages, court costs, and attorney fees associated with the repair of any damaged property.

**Governing Law:** For Users, this is the entire Agreement between you and Partswebsite.com relating to your use of our Website. Dealers may have additional terms and conditions that apply. In either case, the laws of the State of Florida, United States of America, shall govern this Agreement, or any subsequent agreement into which this Agreement is incorporated, and the Partsites Privacy Policy, notwithstanding any principles of conflicts of law.

**Termination:** Either party may terminate this Agreement at any time upon 30 days notice to the other party. Upon termination you shall destroy all materials obtained from the Website. Upon termination Partsites may block or prevent your future access to the Website. Should Partsites terminate this Agreement, it will delete any Dealer Content you have submitted to the Website. Where Dealers have entered into a Supplemental Agreement with Partsites, that agreement's termination clause is controlling.

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